

THE CHRONICLE AND DIRECTORY

Fon 1873.

NOW READY.

THIS Work, now in the ELEVENTH year of its existence, is ready for delivery.

It has been compiled and printed at the Daily Press Office, as usual, from the best and most authentic sources, and no pains have been spared to make the work complete in all respects.

In addition to the usual varied and voluminous information, the value of the "CHRONICLE AND DIRECTORY FOR 1873" has been further augmented by a

CHROMO-LITHOGRAPH

OF THE

FOREIGN SETTLEMENTS OF

SHANGHAI.

In addition to a Chromo-Lithograph Plate of the

NEW CODE OF SIGNALS IN USE

AT THE PEAK

also of

THE VARIOUS HOUSE FLAGS

(Designed especially for this Work)

MAPS OF HONGKONG, JAPAN,

and of the

THE COAST OF CHINA

besides other local information and statistics correlated to date of publication, tending to make this work in every way suitable for Public, Mercantile, and General Offices.

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would have at once arisen as to whether in the case of *WILKINSON v. NORRIS*, the defendants could not claim that the case was within the category of those where a reduction may be asked for, consequent on the defectiveness of the thing delivered; but the exception as to freight complicated matters, so far as at first sight it makes it appear that even this could not be done.

But the real fact is that though the charter-money is loosely called freight, it is not, either as a matter of fact or of law, really freight. As a matter of fact, every mercantile man knows the difference between charter-money and freight, the one being money paid for the hire or leasing of a vessel, the other money to be paid on the carriage of goods; and this obvious distinction of fact is fully recognized by the law—the distinctive characteristic of freight being that it is only earned by the completion of the carriage of the goods. By a looseness of diction, charter-money and freight are often spoken of under the general term of freight, but the difference between them is fully recognized by the law in a variety of directions. Thus, in "Amouk's Marine Insurance," we find it stated: "The word freight, in policies of insurance, means either freight properly so called, that is, the sum paid to the shipowner for the transport of goods in his ship, or the price agreed to be paid by charter-party for the hire of the ship, which is, strictly speaking, rather to be called 'charter money' than 'freight.'" Upon this a variety of interesting distinctions are detailed where the specialities attaching to freight properly speaking are shown not to apply to charter-money, although it is often called freight.

In the case of the *Parana*, therefore, the question clearly arose whether the charter-money claimed under the name of freight, was freight in such a sense as to bring it under the peculiar exception in regard to freight and attorneys' bills, which render it impossible to claim with regard to them a reduction in consequence of defects in the thing delivered, or failures as to warranties or conditions precedent. If for no other reason than the extremely arbitrary and unexplained nature of the technicality, it would seem there were at least very good grounds for entertaining the question, especially as it does not appear that the law recognizes any distinction between the hire (that is the money paid for hire) of a ship, and the hire of a house, and very distinctly draws a line of demarcation, but as to all the specialties which attach to the latter.

Upon the grounds, however, that defendants in the *Parana* case were either desirous to claim a set-off of unliquidated damages, or reduction on account of defective performance, such as could not be claimed in the case of freight, the Judge refused, almost at the outset of the case, to admit the defendants' evidence, notwithstanding that it was pointed out by their counsel that, wherever there is reasonable doubt as to whether evidence should be admitted, it is the constant practice at home to adopt the simple plan of admitting the evidence, reserving leave to the opposing counsel to move to set aside the verdict, on the ground that the evidence was inadmissible, should such prove to be the case.

We, of course, do not venture to argue on legal matters with the Judge, but the points above suggested are simply elementary, and in fact, such as are familiar even to the majority of non-professional men. The view above taken of them may be right or wrong, but upon them there can be no question; and that is, that such points do arise in the consideration of whether the evidence would be admissible or not, and are such that it is quite inconceivable how the Judge could have concluded that there was no room whatever for doubt, but for which, he admitted he should be bound to follow the course with regard to admitting the evidence suggested by defendants' counsel. He over and over again asked Mr. DAVENPORT for authority for setting off unliquidated damages against freight, but it did not seem to occur to him that what it was desired to claim in reduction might not be unliquidated damages, but a defect in the thing, supplied itself, the use, to coin a word, of a four-hour five-knot-an-hour-going steamer, instead of a seven-knot-an-hour-going steamer; and that the amount sued for by the plaintiff was not freight at all, but charter money. Argument to show that such was in all probability the case; and it would seem to me, judging by ordinary lights, that it would have been at least prudent to have admitted the evidence, so as to ascertain whether such was the fact or not.

There seems to be a little irregularity in respect to the action taken by the authorities in the matter of *matadors*. Our readers, no doubt, recollect the enormous fuss which was made concerning the matador on the German *Ona*, and the fuss which was made about the dangerous character in the *Queen's Head*, although it is in close continuity to property of much value, which has to be insured at an extra high rate in consequence of the fact. The Inspector of Buildings should see to this.

THE "DOUGLAS." The British steamer *Douglas*, which arrived here yesterday, the 19th instant, at 3 a.m., is owned by Mr. John B. Lippitt, and has been built expressly for the firm of Messrs. Douglas Lippitt & Co. She is a splendid iron built vessel, fitted up with all the new and modern appliances. Her length is 240 feet, beam 34 feet, and she is registered tonnage 844 tons. The height of her between decks is 7 feet, depth in hold to main deck 14 feet 6 inches, and to upper deck 22 feet. Above the upper deck, there is a hurricane deck, extending from the wheel to the foremast. The whole of the between decks are fitted up for Chinese passengers, and she is well ventilated, having a good system of fans and stoves. She has a superb first-class cabin with accommodation for 20 passengers, a splendid saloon, fitted up with bath, closets, and every appliance for passengers, either Chinese or European. She was built at the yard of Messrs. Hall, Russell & Co., of Aberdeen, and launched on the 20th February. She is of 200 horse-power, and her engines were also made by Messrs. Hall, Russell & Co., which are of the best quality. She is a first-class vessel, and she is classed as Lloyd's. The *Douglas* is intended for the passenger trade on the Coast of China. She sailed, after being thoroughly fitted up, on the 22nd April, from Aberdeen, commanded by Captain Samuel Aston, a gentleman long known in Messrs. Douglas Lippitt & Co.'s employ, and the *China* coast is also well known to him.

"A San Francisco widow kept the skull of her deceased husband in a glass case. She once remarked to a friend who was viewing the remains, 'Alas! how often have I bemoaned this bone with a broom-stick. I am sorry for it now.'"

But for the peculiar exception of freight from cases where a reduction can be claimed upon them last grounds, as above noticed, it is clear that, at the very least, a question

SUPREME COURT NOTICE.

Friday, June 20th, at 11 a.m.

Common Law—Before His Honor Judge

DAVEY, J. *WILKINSON v. NORRIS* and another.

Motion for New Trial.

Bancruptcy—Before His Lordship Chief

Justice SMITH, J. *Tung-tung*. Adjourned final

examination.—Wong-lung, Adjourned final

examination.

MARINE MAGISTRATE'S COURT.

June 19th.

Before H. G. THORNTON, Esq., J.N.

THE "PARANA."

R. P. Webster, officer in charge of the Go-

vernment Gunpowder Depot, charged Sarawan,

a servant of the *Parana*, with willfully

remaining behind from his ship.

Defendant was sent to one month's hard

labor.

POLICE INTELLIGENCE.

Before the Hon. C. MAY.

DUCES.

A vendor in docks, named Lee-ko, residing

in Wai-ty-dai, charged a Chinese man,

named Lee-ko, with coming up to his

door early on the morning of the 19th inst.,

and stealing the docks. The defendant was

defendant was recognized by Mr. J. W.

Watts as having been in goal on two occasions,

for long terms, for larceny, and having only

been discharged on the 23rd of last month.

Defendant was sent to three months' hard

labor.

DEATH OUTRAGE.

Inspector W. H. King charged a woman

named Mo-choan, with brutally ill-using

a child, 13 years of age, who was brought

to the Registrar-General's office by another

woman, and the case came on for trial.

The defendant was not to be found, and she obtained

a warrant for her apprehension. She had not

been seen since the 15th inst., when she got

into the dock, and went to No. 29, D'A

guilar-street, and found the defendant con-

cealed in a water closet. The defendant was

the pocket mistress of the complainant, Wong-

tung-cho, and she is kept by a Chinese.

Wong-tung-cho, declared, said she was a

Shanghai girl, 15 years of age, her mother and

father were dead, she believed, and she was

sold to a woman named Lee-ko, and Lee-ko

sold her to a woman named Mo-choan, and

Mo-choan sold her to the defendant. The

defendant brought her to Hongkong, and sold her

to the complainant. The defendant was in the

habit of eating drunk, and she was violent

and cruel, and she was a very bad woman.

If for no other reason than the extremely

arbitrary and unexplained nature of the tech-

nicality, it would seem there were at least

very good grounds for entertaining the question,

especially as it does not appear that the law

recognizes any distinction between the hire

(that is the money paid for hire) of a

ship, and the hire of a house, and very

distinctly draws a line of demarcation, but

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opposing counsel to move to set aside the

verdict, on the ground that the evidence was

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that what it was desired to claim in reduc-

tion might not be unliquidated damages, but

a defect in the thing, supplied itself, the

use, to coin a word, of a four-

hour five-knot-an-hour-going steamer, in-

stead of a seven-knot-an-hour-going steamer;

and that the amount sued for by the plain-

tiff was not freight at all, but charter money.

Argument to show that such was in all

probability the case; and it would seem to me,

judging by ordinary lights, that it would

have been at least prudent to have admitted

the evidence, so as to ascertain whether such

[illegible]

COMMERCIAL INTELLIGENCE.

JUNE 18TH, EVENING.

New Patna, \$674 to \$580, cash and credit;
New Bazaar, \$555 to \$560, cash and credit.
No change in other kinds. New Bengal drug
in fair Chinese demand.

SHARES.

Hongkong and Shanghai Bank Shares.—59
percent. premium.

Union Insurance Society of Canton, new shares
—\$90 per share premium.

China Traders' Insurance Company's shares—

*Batigan Cotton Buds, 500 bags, at \$5.06, by
Hop-king to local trade.*

VARNUM D. COLLINS,
DENTIST.
No. 7 ARBUTHNOT ROAD,
HONGKONG.
U 298 Hongkong 20th February, 1878.

BY SPECIAL APPOINTMENT
TO HIS EXCELLENCY THE GOVERNOR,
AND
TO H. I. H. THE GRAND DUKE ALEXIS OF
RUSSIA.

T. N. DRISCOLL,
CIVIL, TAILOR, & MILITARY TAILOR,
WOOLLEN DRAPER, HATTER, ROSEBER,
AND GENERAL OUTFITTER,
45 and 47, Queen's Road, next to Oriental
at 1892. Bank. [Feb. 1.]

to his pages enables a person who understands English to communicate effectively with natives who understand nothing but Chinese. In this respect the work will be found indispensable to all Europeans residing in China, and to the natives themselves it explains subjects fully with which very few indeed of them are perfectly acquainted. To the natives residing in England and interested in China it cannot but be invaluable occasionally. It contains upwards of two thousand large graphic pages.

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TRUBNER & Co.,
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W. H. BELL,
"DAILY PRESS" OFFICE, HONGKONG

THE Proprietor of KWONG-KEE Shop begs to inform the Public that his Shop has been established since 1867, at 39, Endicott's Lane, and that he has always a great quantity of BEST COAL in store for Sale. Gentlemen or Ship-masters wishing to patronise him, are requested to apply at his Shop.

1885. Hongkong, 30th July, 1872.

The Dock Steam Tug *Woomang* is available at all times to tow vessels to or from Sea, at current rates, on application to

JOHN FORSTER & Co.,
Agents.

The list of Charges for remattelling, or docking vessels for examination, painting iron-ships, &c., &c., can be obtained on application.

and eight cents for every additional four ounces.
These rates apply to Printed Circulars, Price
Lists, Market Reports, and all printed papers
other than Newspapers, as well as to Books
and Trade Patterns or Samples.

F. W. MITCHELL,
Postmaster General,
General Post Office,

